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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION FOUR

KUANG SHENG TUAN,

Cross-complainant and Respondent,

v.

TAT CHAN,

Cross-defendant and Appellant.

B240915

(Los Angeles County  
Super. Ct. No. GC041879)

APPEAL from a judgment of the Superior Court of Los Angeles County, Jan A. Pluim, Judge. Affirmed.

Paul Kujawsky for Cross-defendant and Appellant.

J. Steven Kennedy for Cross-complainant and Respondent.

Cross-defendant Tat Chan (Chan) appeals from a judgment awarding \$21,500 to cross-complainant Kuang Sheng Tuan (Tuan) for breach of an oral contract. We conclude that substantial evidence supports the judgment, and thus we affirm.

## **FACTUAL AND PROCEDURAL BACKGROUND**

Chan filed the present action on November 25, 2008; Tuan filed the operative cross-complaint on September 23, 2009. The cross-complaint asserted four causes of action—(1) breach of oral contract, (2) nonpayment of money due, (3) libel and slander, and (4) intentional interference with economic relationship—based on Chan’s alleged failure to pay Tuan, an attorney, money due under an oral contract to assist Chan’s Chinese clients with immigration matters.

The case went to trial on January 23, 2012. After Chan presented his case, the court granted Tuan’s motion for judgment on the complaint pursuant to Code of Civil Procedure section 631.8. Trial then proceeded on the cross-complaint.

As relevant here, Tuan testified that a client introduced him to Chan in 2006. Chan said he was looking for an immigration attorney and invited Tuan to see his operations in Guangzhou, China. Tuan visited Chan in China in August or September 2006. Tuan returned to China several times to train Chan’s staff to do immigration work. Chan told Tuan he could get many immigration clients for him, and they agreed orally on Tuan’s fees for obtaining visas for Tuan’s clients. Tuan and Chan never had a written agreement because Chan insisted it was not necessary.

Before he could proceed with certain kinds of visa applications, Tuan needed to set up corporations for Chan’s clients. At Chan’s request, Tuan set up eight corporations, but Chan paid him only for three. Tuan testified that Chan owed him \$10,000 (\$2,000 per corporation) for setting up the additional corporations. Chan also owed Tuan \$1,200 for preparing a visa extension application for Chan’s wife, Fang Zeng; \$3,500 for preparing an application to reinstate an F-1 student visa for a client of Chan’s named

Ling Yeh; and \$15,000 for work Tuan did on a visa application for a client named Huang Xiaoxi.

At the conclusion of testimony, the court indicated that its tentative decision was to award Tuan \$10,000 for the five incorporations for which he had not been paid, \$1,200 for the visa extension application for Fang Zeng, \$3,000 for the visa application for Ling Yeh, and at least \$7,000 for Tuan's work on the Huang matter.

In his closing argument, Chan's attorney appeared to concede that Tuan had proved several of his claims:

"You know, with respect to the corporations for 10,000 and Fang for 1200 and Yeh for 3500, we would — we would deny that. *But, you know, he's indicated so strongly that he did that work that we're never going to overcome that.* [¶] . . .

"The Court: . . . Basically, you're conceding that there's no testimony to rebut his [Tuan's] testimony.

"Mr. Johnson: Well, that's — he's indicated that he was told \$10,000 to do corporations and our client would rebut it. But if that's what Mr. Tuan said then that's what he said. And the same way with Fang, which we say were paid but, you know, we're worried about the big things, Your Honor. I understand everything is important but our concentration is on the large amounts . . . [i]nstead of beating down \$10,000 and who knows where we get if he maintains his position that that's what the deal was. . . . [¶] . . .

"Mr. Johnson: *I would say the \$10,000, the 1200 and the 3500, the 3,000 that should just — he's proven his case enough that I don't want to spend the money avoiding that.*" (Italics added.)

The court then ruled as follows: "The [third] cause of action [for libel and slander] in the cross-complaint is no longer before the court. On the fourth cause of action, the intentional interference with economic relationship, as the court has previously stated, incorporates those prior comments, even if one could find liability the court does not find causation and damages and awards nothing in that regard. [On] [t]he second and [first] causes of action, breach of oral contract and the nonpayment of money

due[,] [t]he court awards \$10,000 for the corporations, \$1200 for the Fang Zeng case, \$3,000 for the Ling Yeh case. So that's \$14,500. And the court awards \$7,000 in the Huang case, for a total judgment of \$21,500."

The court entered judgment for Tuan on the first and second causes of action and awarded him \$21,500. The court dismissed the third cause of action for libel and slander, and found no causation or damages as to the fourth cause of action for intentional interference with economic relationship. Judgment was entered on February 28, 2012, and notice of entry of judgment was served on March 7, 2012. Chan timely appealed.

## **DISCUSSION**

Chan asserts error as to the portion of the judgment in which the trial court awarded Tuan \$10,000 for preparing incorporation documents for five corporations. According to Chan, Tuan's testimony about these incorporation documents was "uncertain and inconsistent" and Tuan "contradicted himself." In support of this contention, Chan relies on the following excerpt of Tuan's testimony:

"The Court: So you filed the incorporation papers?

"The Witness [Tuan]: Correct.

"The Court: You did that for how many corporations?

"The Witness: How many? I think, a total, I think, incorporated eight corporation[s].

"The Court: Eight corporations you incorporated? That's how you earned the \$6,000?

"The Witness: I already set up two companies already.

"The Court: Sir —

"The Witness: The [\$]6,000 —

"The Court: How many companies did you incorporate to earn the \$6,000?

"The Witness: No. No. The \$6,000 for three companies.

"The Court: Three companies?

“The Witness: Yes.

“The Court: Okay. All right.

“The Witness: The rest he did not pay me. Another five he did not pay me.

“The Court: Three companies. And how many companies were there total that you incorporated?

“The Witness: Eight.

“The Court: So five he did not pay?

“The Witness: He did not even pay me.

“The Court: Okay.”

Although somewhat difficult to follow, the testimony quoted above clearly supports the trial court’s conclusion that Tuan prepared incorporation documents for eight corporations, but was paid only for three. Tuan gave identical testimony later in the trial:

“Q Tell me how many corporations did you prepare?

“A [Tuan] I think eight.

“Q And you were paid for three?

“A Yes.

“Q So there are five corporations at [\$]2,000 each that you were not paid for?

“A Yes.”

And:

“Q Mr. Tuan, [in the] course of [your] business with Mr. Chan, you were required, as preliminary to some of these immigration cases, you were required to set up corporations and associated work with that. Is that correct?

“A Correct.

“Q What was the agreed payment for that work per case?

“A He will pay me \$2,000 for each incorporation.

“Q And as far as those incorporations[] you did under that understanding, how many were there that you did?

“A I have done eight.

“Q And of that eight[,] for how many were you paid?

“A Three.

“Q So five incorporations that you had done the formation and the associated work for which you were not paid?

“A Yes.

“Q And that would be a total of \$10,000?

“A Yes.”

On substantial evidence review, “we do not ‘weigh the evidence, consider the credibility of witnesses, or resolve conflicts in the evidence or in the reasonable inferences that may be drawn from it.’ (*Huang v. Board of Directors* (1990) 220 Cal.App.3d 1286, 1293-1294.)” (*Do v. Regents of University of California* (2013) 216 Cal.App.4th 1474, 1492.) Viewing the evidence in the light most favorable to the judgment, resolving conflicts and drawing inferences in support of the judgment, we have no difficulty concluding that substantial evidence supports the trial court’s award of \$10,000 for Tuan’s incorporation work.

### **DISPOSITION**

The judgment is affirmed. Tuan is awarded his costs on appeal.

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SUZUKAWA, J.

We concur:

WILLHITE, Acting P. J.

MANELLA, J.